

2015 CEO NEGOTIATIONS TENTATIVE AGREEMENT

TERM

Two Year Term

WAGES

3% general wage increase effective Fiscal Year 2015-2016. Effective June 21, 2015, all salary ranges for employees holding positions in classifications assigned to CEO shall be increased by approximately 3%.

- o In recognition of this two (2) year Memorandum of Agreement (MOA) being reached prior to the adoption of the Fiscal Year 2015-2016 budget, thus providing both the City and employees budget and labor stability for the next two (2) Fiscal Years, a one-time lump sum non-pensionable payment equivalent to approximately 1% of an employee's base pay as of June 20, 2015, shall be made to full-time employees holding positions in classifications assigned to CEO within two (2) full pay periods following ratification by the membership of CEO and approval by City Council. To receive the one-time lump sum non-pensionable payment, a full-time employee must be continuously employed in a represented position from June 20, 2015, to the date when the payment is made. This one-time lump sum non-pensionable payment shall be made separately from an employee's regular pay.

3% general wage increase effective Fiscal Year 2016-2017. Effective June 19, 2016, all salary ranges for employees holding positions in classifications assigned to CEO shall be increased by approximately 3%.

For Fiscal Year 2016-2017, the parties agree that this agreement may reopen on the subject of wages by mutual agreement. This means that, notwithstanding the term of the agreement, either party may request to meet and confer over the subject of wages but only during the last year of the agreement (Fiscal Year 2016-2017) and only if the other party agrees. Nothing in this provision should be construed to obligate either party to agree to meet and confer on the subject of wages.

PAYS

Protective Footwear – See Attached

Witness Leave – See Attached

VISION CARE AND HEALTH-IN-LIEU AND DENTAL-IN-LIEU

See Attached

DUES DEDUCTIONS

See Attached

NEW EMPLOYEE ORIENTATION

See Attached

2015 CEO NEGOTIATIONS TENTATIVE AGREEMENT

HIRING POLICY

See Attached

VACATION LEAVE

Vacation Accrual Amounts – See Attached

Vacation Leave Request Process – See Attached Tentative Agreement

ANNUAL PERFORMANCE EVALUATION

See Attached

DISCIPLINARY ACTION

Letter of Reprimand – See Attached Tentative Agreement

Part-time Unbenefited Employees – See Attached

EMPLOYEE LISTS

See Attached Tentative Agreement

BULLETIN BOARD

See Attached Tentative Agreement

GRIEVANCE PROCEDURE

See Attached Tentative Agreement

EDUCATION REIMBURSEMENT

See Attached

SICK LEAVE – ELIBILITY FOR USE

Eligibility for Use of Sick Leave – See Attached Tentative Agreement

Sick Leave for Part-time Employees – See Attached

Medical Verification – See Attached Tentative Agreement

HOUSEKEEPING

Computation of Vacation Leave – See Attached Tentative Agreement

Disability Leave – See Attached Tentative Agreement

Hours of Work and Overtime – Overtime Calculation – See Attached Tentative Agreement

2015 CEO NEGOTIATIONS TENTATIVE AGREEMENT

SIDE LETTER AGREEMENTS

Higher Class Pay - See Attached

Part-Time Employees - See Attached

Classification Review - See Attached

Notary Pay – See Attached

The following side letters will continue:

- Employee Commute Benefit Pilot Program - See Attached
- Retiree Healthcare Stakeholder Solutions Working Group and Negotiations - See Attached

REOPENERS

Retirement Issues - See Attached

Medical Benefits - See Attached

** This agreement is considered tentative and shall not be considered final or binding until ratified by union members and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in this document is not part of the Tentative Agreement.*

**2015 CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

FOR THE CITY:

J Schembri 6/12/15
Date
Jennifer Schembri
Interim Director of
Employee Relations

Neil Rufino 6/12/15
Date
Neil Rufino
Team Member
City of San Jose

Rizna Ahmed 6/12/15
Date
Rizna Ahmed
Team Member
City of San Jose

Suzanne Wolf 6/15/15
Date
Suzanne Wolf
Team Member
City of San Jose

Elsa Cordova 6/12/15
Date
Elsa Cordova
Senior Executive Analyst
Office of Employee Relations

Bill Gold 6-12-15
Date
Bill Gold
Executive Analyst
Office of Employee Relations

FOR THE UNION:

LaVerne Washington 6/12/15
Date
LaVerne Washington
President
CEO, AFSCME Local 101

Charles Allen 6-12-15
Date
Charles Allen
Business Agent
AFSCME, Local 101

Linda Alexander 6/12/15
Date
Linda Alexander
Team Member
CEO, AFSCME, Local 101

Sandra Guerrero 6-17-15
Date
Sandra Guerrero
Team Member
CEO, AFSCME, Local 101

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO CEO – PROTECTIVE FOOTWEAR

City Proposed Language:

ARTICLE 7 WAGES AND SPECIAL PAY

7.24 Protective Footwear

7.24.1 The City agrees to ~~reimburse eligible employees~~ provide a voucher for the purchase of protective footwear for up to ~~\$150-200~~ for ~~full-time employees~~ when it is determined by the Director of Human Resources or designee that protective footwear is required for the ~~full-time employee~~. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. The City will replace the employee's safety shoes if they are damaged beyond use due to a workplace incident. An individual may select an approved style that is more expensive than the City maximum by paying the difference.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO CEO - WITNESS LEAVE

City Proposed Language:

ARTICLE 7 WAGES AND PAY

7.13 Witness Leave

7.13.1 Each full-time employee of the City who is required, under subpoena, to take time off duty with the City, to appear as a witness, by reason of his/her employment with the City, in any case or proceeding in any Court of this State or of the United States of America, shall receive his/her regular salary during the term of his/her service as a witness under subpoena, less any and all witness fees which he/she may receive therefore. Compensation will not be paid if the employee is a party to the action.

7.13.2 Each employee of the City who is called from off-duty status to testify in any court, under subpoena, on any subject connected with his/her employment, shall be credited with overtime for the time spent in court, or ~~for two (2) hours~~ shall be entitled to the compensation provided in Section 7.11, whichever is greater, less any and all witness fees which he/she may receive therefore. Compensation will not be paid if the employee is a party to the action.

7.13.3 Upon service of subpoena, an employee shall immediately advise his/her Department Director or supervisor thereof, and of the time when he/she is required to appear in Court.

7.13.4 Employees who are required to perform standby duty for Witness Leave shall be entitled to the compensation provided by Section 7.10. In the event the employee is called from off-duty to testify in any court, under subpoena, on any subject connected with his/her employment, the employee shall be entitled to the compensation provided by Section 7.13.2 above, in lieu of the compensation provided by Section 7.10.

2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS TENTATIVE AGREEMENT

CITY PROPOSAL TO CEO – WAGES AND SPECIAL PAY

City Proposed Language:

ARTICLE 7 WAGES AND SPECIAL PAY

7.8 Vision Care

The City will contribute towards vision care for eligible full-time employees up to sixteen dollars (\$16.00) per month (\$8.00 for 24 biweekly pay periods) or the cost of the premium, whichever is less, for coverage under a vision plan sponsored by the City. The employee shall pay the difference between the City contribution and the total premium of the vision care plan selected by the employee.

7.8.1 Effective January 1, 2016, all available plans will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The premiums will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

7.9 Payment-In-Lieu of Health and/or Dental Insurance Program

7.9.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

7.9.2 ~~Effective pay date October 1, 2011, e~~Employees who qualify for and participate in the payment-in-lieu of health and/or dental insurance program will receive the following per pay period:

	Health-in-Lieu	Dental-in-Lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

Health Insurance Tier	Health-in-Lieu	Dental –in-Lieu
Employee	\$89.09	\$6.65
Employee plus spouse/domestic partner	\$147.87	\$13.30
Employee plus Child(ren)	\$129.39	\$11.64
Family	\$221.84	\$19.95

A City employee who receives healthcare and/or dental coverage as a dependent of another City employee or retiree shall ~~be deemed not eligible for family coverage~~ be eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

An employee may not be simultaneously covered by City-provided medical benefits as a City employee, and as a dependent of another City employee or retiree.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO CEO – DUES AND AGENCY FEE DEDUCTIONS

City Proposed Language:

ARTICLE 8 DUES AND AGENCY FEE DEDUCTIONS

8.9 Union dues payable to AFSCME shall be maintained if a dues paying member transfers from a MEF-represented position to a CEO-represented position, or vice versa.

8.9.1 Should a dues paying member transfer from a MEF-represented position to a CEO-represented position, or vice-versa, a thirty (30) calendar day window will open in which the member may opt to resign their membership and become an agency fee payer. Resignation shall be in writing addressed to the City's Municipal Employee Relations Officer, or designee, with a copy to the Union.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO CEO – NEW EMPLOYEE ORIENTATION

City Proposed Language:

ARTICLE 36 NEW EMPLOYEE ORIENTATION

The City shall provide designated CEO representative(s) reasonable access to new employees during the new employee orientations for full-time and part-time employees, in conjunction with the City's Procedures and Policies to provide information on the union. Attendance at any presentations by CEO shall be voluntary on the part of the new employee. The Office of Employee Relations shall work out arrangements with designated CEO representatives.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO CEO – HIRING POLICY

City Proposed Language:

ARTICLE 40 HIRING POLICY

40.1 The City of San Jose Hiring Policy contained in the City Policy Manual contains the procedures and policies for hiring. The Hiring Policy shall include a reference to Salary Resolution #51870, which contains definitions of various terms including, but not limited to, step placement, promotion, lateral transfer, and demotion.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO CEO – VACATION LEAVE

City Proposed Language:

ARTICLE 17 VACATION AND PERSONAL LEAVE

17.1 Each eligible full-time employee shall be granted vacation leave with pay in accordance with the following:

17.1.1 An employee shall accrue vacation leave at a rate specified below for each hour worked, in each year of employment as specified:

<u>Years of Service</u>	<u>Hours of Vacation Per 26 Pay Period Cycle</u>
First 5 years	80 hours
6th year – 10th year	120 hours
11th year – 12th year	136 hours
13th year – 14th year	152 hours
15th year or more 15th year – 20th year	168 hours
21st – 24th year	178 hours
25th year or more	188 hours

Employees' accrual rate will change on the first pay period of the payroll calendar year in which they reach the designated years of service.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CEO COUNTERPROPOSAL TO CITY – LEAVES

City Proposed Language:

ARTICLE 17 VACATION AND PERSONAL LEAVE

17.2 Vacation Leave

Use of accrued vacation or personal leave is subject to the advance approval of the Department Director or designee. Any and all leaves granted pursuant to this Article shall be granted at such time or times as will not reduce the number of employees below that which is reasonably necessary for the efficient conduct of the public business of such department, except no employee who is authorized to take a leave for vacation purposes shall be required to commence such leave at a time other than the beginning of a work week, unless he/she elects or consents to commence such leave at another and different time. Subject to the above provisions, preference of vacation leave timing in any calendar year shall be determined by the relative length of time served by each employee in the classification in which he/she is employed in a department of the City Government and by the length of time during which such employee has worked on any shift, if more than one shift is worked by employee in such classification. Employees shall submit written requests to their immediate supervisor or designee for all vacation leave in advance and as early as practical. Written response to the leave request will be provided back to the employee within ten (10) working days of the receipt of the written requests. If a written response is not received by the employee within ten (10) working days, the request may be submitted to the Department Director or designees and/or the Office of Employee Relations. Nothing in this section shall interfere with an established vacation scheduling procedure.

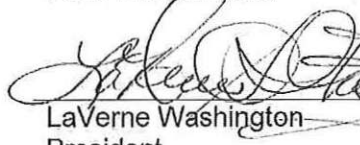
**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:



Jennifer Schembri
Interim Director of
Employee Relations

5/26/15
Date

FOR THE UNION:


LaVerne Washington
President
CEO, AFSCME Local 101

05/26/15
Date


Charles Allen
Business Agent
AFSCME, Local 101

6-4-15
Date

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO CEO – ANNUAL PERFORMANCE EVALUATION

City Proposed Language:

ARTICLE 27 ANNUAL PERFORMANCE EVALUATION

27.4 Key Element Review. If the employee formally receives an overall performance rating of meets standard, but receives a below meets standard in an individual key element rating, the employee may request a review of that individual key element by the Department Director or designee. The employee must submit a written request to the Director or designee specifying the reasons for such request, within thirty (30) calendar days from the date the employee received the final performance appraisal. The Director or designee shall look into the request and provide a written response to the employee within thirty (30) calendar days of receipt. The written response of the Director or designee shall be final and binding.

27.4.1 If the employee formally receives a key element rating that is below "meets standard" on either an annual or special performance evaluation and is not satisfied with the appraisal, the employee may write a rebuttal within thirty (30) calendar days from the date the employee receives the final performance appraisal. The rebuttal, along with the performance appraisal, will be included in the employee's personnel file. The rebuttal may be in response to the entire appraisal or any particular section(s).

27.7 All employees represented by the Union~~Employee Organization~~ shall be evaluated using the standard performance evaluation form as designated by Human Resources and the Office of Employee Relations. Any changes to the performance evaluation form shall be provided in advance to the Union~~Employee Organization~~ pursuant to Article 37 of this agreement.

2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS

C→U
4/24/15

CITY COUNTERPROPOSAL TO CEO – DISCIPLINARY ACTION

City Proposed Language:

ARTICLE 28 DISCIPLINARY ACTION

28.1 The City of San Jose discipline policy applies to both regular permanent (nonprobationary) full-time and regular permanent (non-probationary) part-time benefited employees and is described in the Discipline Policy, contained in the City Policy Manual. When the need for disciplinary action arises, disciplinary action will be taken commensurate with the seriousness of the offense. The levels of discipline include informal actions, which are oral counseling, documented oral counseling and written reprimand. Formal disciplinary actions are suspension, salary step reduction, demotion and dismissal.

28.1.1 Employees may submit a rebuttal to a Letter of Reprimand within thirty (30) days. The rebuttal will be kept in the employee's permanent personnel file.

Tentative Agreement:

Banembri
5/5/15

5-5-15
CEO PRESIDENT 05-15-15

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO CEO – DISCIPLINARY ACTION

City Proposed Language:

ARTICLE 28 DISCIPLINARY ACTION

28.1 The City of San Jose discipline policy applies to both regular permanent (nonprobationary) full-time and regular permanent (non-probationary) part-time benefited employees and is described in the Discipline Policy, contained in the City Policy Manual. When the need for disciplinary action arises, disciplinary action will be taken commensurate with the seriousness of the offense. The levels of discipline include informal actions, which are oral counseling, documented oral counseling and written reprimand. Formal disciplinary actions are suspension, salary step reduction, demotion and dismissal.

28.1.2 Part-time unbenefited employees subject to separation due to disciplinary action may request a meeting with the Office of Employee Relations.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL TO CEO – EMPLOYEE LISTS

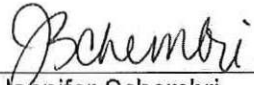
City Proposed Language:

ARTICLE 35 EMPLOYEE LISTS

The City shall provide at no charge to the Union, a monthly printout listing changes in membership status by employee name by department and position, worksite location (to the extent available), and full-time equivalency. The City shall also provide at no charge to the Union, a quarterly printout listing bargaining unit employees alphabetically by employee address, position title, employment date, full-time equivalency, and leave of absence status. The Union agrees that such information will be treated in a confidential manner.


**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

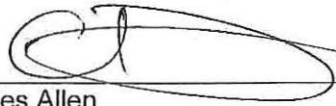


Jennifer Schembri
Interim Director of
Employee Relations
5/15/15
Date

FOR THE UNION:



LaVerne Washington
President
CEO, AFSCME Local 101
05/15/15
Date



Charles Allen
Business Agent
AFSCME, Local 101
5/15/15
Date

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY COUNTERPROPOSAL – BULLETIN BOARDS

City Proposed Language:

ARTICLE 15 BULLETIN BOARDS

15.7 The City agrees to send e-mail communications to employees represented by the Union to announce membership meetings and ratification votes upon request by the Union.

**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

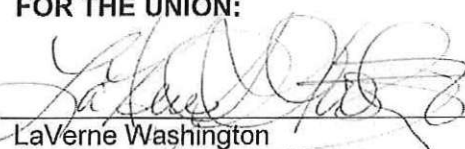


Jennifer Schembri
Interim Director of
Employee Relations

4/24/15

Date

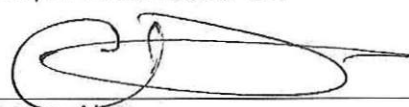
FOR THE UNION:



LaVerne Washington
President
CEO, AFSCME Local 101

4/24/15

Date



Charles Allen
Business Agent
AFSCME, Local 101

4-24-15

Date

2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS

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CITY COUNTERPROPOSAL TO CEO – GRIEVANCES

City Proposed Language:

ARTICLE 12 GRIEVANCE PROCEDURE

12.10 Department Labor Management Committees

12.10.4 The City will provide up to one (1) hour of paid release time for up to five (5) Union representatives for the purpose of preparing for Department Labor Management Committee meetings, and time for attending Department Labor Management Committee meetings when such meetings are scheduled, for any portion of the employee's assigned workday that coincides with this time, except during a normally assigned lunch period. To the extent possible, Union Representatives will schedule preparatory meetings during their normally assigned lunch period. Employees are not eligible to receive overtime compensation for any portions of the meetings that fall either before or after the employee's regularly assigned workday.

12.11 City-Wide Labor Management Committee

12.11.4 Release Time. The City will provide up to two-one (12) hours of paid release time for up to two (2) Union representatives for the purpose of preparing for and attending the City-Wide Labor Management Committee meeting, and time for attending the City-Wide Labor Management Committee meeting when such meetings are scheduled, for any portion of the employee's assigned workday that coincides with this time, except during a normally assigned lunch period. To the extent possible, Union Representatives will schedule preparatory meetings during their normally assigned lunch period. Employees are not eligible to receive overtime compensation for any portions of the meetings that fall either before or after the employee's regularly assigned workday.

Tentative Agreement:

Behembi
5/5/15

CA

8-15-15.
[Signature]
CEO PRESIDENT 05/05/15

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

**CITY COUNTERPROPOSAL TO CEO – EDUCATION AND PROFESSIONAL
INCENTIVES**

City Proposed Language:

ARTICLE 7 WAGES AND SPECIAL PAY

7.14 Educational and Professional Incentives

7.14.1 The City will reimburse each employee 100% of expenses incurred, up to \$1,000 per fiscal year, for registration, tuition, fees, and textbooks for college accredited courses which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service as approved by the Department Director or designee. Of the \$1,000 amount, up to \$6500.00 may be used for non-college accredited courses, online courses, Continuing Education Units, Adult Education Classes, workshops, membership dues in professional associations, professional licenses, and professional certificates which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service, as approved by the Department Director or designee. City Policy Manual Section - Education Reimbursement outlines additional details of the program.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL TO CEO – SICK LEAVE

City Proposed Language:

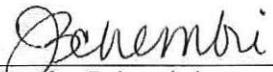
ARTICLE 18 SICK LEAVE

18.1.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments, or for the care related to the illness or injury of the employee's child, mother, father, spouse or domestic partner registered with the Department of Human Resources.

Up to a total of forty-eight (48) hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.

**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

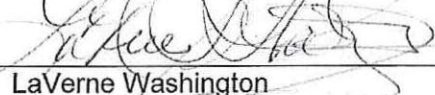
FOR THE CITY:



Jennifer Schembri
Interim Director of
Employee Relations

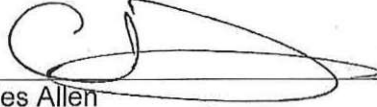
5/15/15
Date

FOR THE UNION:



LaVerne Washington
President
CEO, AFSCME Local 101

05/15/15
Date



Charles Allen
Business Agent
AFSCME, Local 101

5-15-15
Date

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL TO CEO – SICK LEAVE

City Proposed Language:

ARTICLE 18 SICK LEAVE

18.1 Each part-time and full-time employee shall be entitled to sick leave with pay in accordance with the following provisions:

18.1.1 Sick leave shall accrue in an amount equal to the number of hours worked, excluding overtime, multiplied by a factor of 0.04616. Paid leave for holidays, vacation, ~~disability~~, compensatory time off, or other paid leave shall be considered time worked for purposes of this section.

ARTICLE 24 SUPPLEMENTAL BENEFITS FOR PART-TIME EMPLOYEES

24.3 Sick Leave With Pay

24.3.1 During the term of this Agreement, sick leave with pay shall be granted to ~~eligible-part-time~~ employees in the amount of 0.04616 hour of sick leave for each hour worked, exclusive of overtime, and shall be subject to the same restrictions, conditions and limitations as are applicable to paid sick leave for full-time employees.

24.3.2 Any such part-time employee shall be entitled to paid sick leave only for those days and number of hours he/she is in fact assigned to work or would have been required to work, notwithstanding the designation, scheduling and ~~indefinite~~-assignment made pursuant to this Article.

24.3.3 No ~~eligible-part-time~~ employee shall be entitled to sick leave with pay for any day or portion of a day during which the employee is absent, if in fact, the employee is not assigned to work or would not have been required to work on that day or portion of that day, notwithstanding the designation, scheduling and ~~indefinite~~-assignment made pursuant to this Article.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CEO PROPOSAL TO CITY – SICK LEAVE

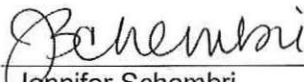
City Proposed Language:

ARTICLE 18 SICK LEAVE

18.1.5 Any time an employee is required to report to work and is unable to report due to illness or injury, an employee may be required to furnish medical verification or other substantiation for any such absences. An employee shall be given reasonable notice prior to the employee's return to work by his/her supervisor or designee if medical verification is required. If there is a dispute as to the definition of "reasonable notice," this shall solely be determined by the Director of the Office of Employee Relations or designee and is not subject to the grievance procedures of this Agreement.

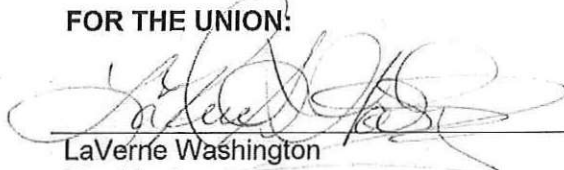
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FOR THE CITY:

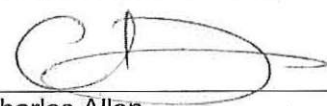
 5/20/15

Jennifer Schembri
Interim Director of
Employee Relations
Date

FOR THE UNION:

 05/20/15

LaVerne Washington
President
CEO, AFSCME Local 101
Date

 5-20-15

Charles Allen
Business Agent
AFSCME, Local 101
Date

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL TO CEO – HOUSEKEEPING

City Proposed Language:

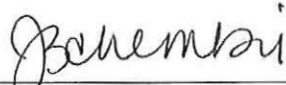
ARTICLE 17 VACATION AND PERSONAL LEAVE

17.3 Computation of Vacation Leave

For purposes of accruing vacation, paid leave of absence from duty by reason of sick leave, holiday leave, vacation leave, disability leave, compensatory time-off, or any other paid leave, shall be deemed to be "time worked." Prior periods of employment shall be credited to the employee for purposes of determining vacation eligibility, provided that during each such prior employment period, the employee achieved permanent status.

**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

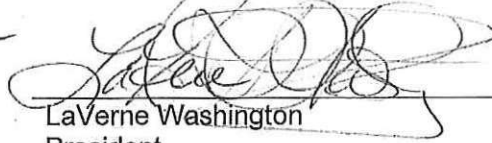


Jennifer Schembri
Interim Director of
Employee Relations

5/26/15

Date

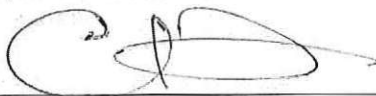
FOR THE UNION:



LaVerne Washington
President
CEO, AFSCME Local 101

05/26/15

Date



Charles Allen
Business Agent
AFSCME, Local 101

6-4-15

Date

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL TO CEO – HOUSEKEEPING

City Proposed Language:

ARTICLE 19 DISABILITY LEAVE

19.1 Disability Leave Supplement

~~Disability Leave Supplement (DLS) was the benefit provided pursuant to this Article, which, when added to Worker's Compensation Temporary Disability (WCTD), resulted in providing employees 85% of their regular base salary. Effective July 7, 2013, employees shall no longer be eligible to receive DLS.~~

19.2-1 Termination of Disability Leave

An employee who is unable to return to full time regular duty following the expiration of any and all leave (and the integration of Sick Leave as provided in Article 18.1.2.3), including the integration of accrued vacation, compensatory time off, and Sick Leave as provided in Article 19.3~~2~~, with Workers' Compensation may be separated from City service. In making this determination, the City shall consider the employee's anticipated date of return to work and the operational impact of the extended absence.

19.3-2 Integration

Effective July 7, 2013, the integration of an employee's available leave will occur in the following order: (1) accrued Vacation hours, (2) earned Compensatory Time once Vacation has been exhausted, and (3) accrued Sick Leave once Vacation and Compensatory Time have both been exhausted.

- o In no event shall an employee receive an amount, including any Workers' Compensation Temporary Disability payments, in excess of the employee's regular base salary.

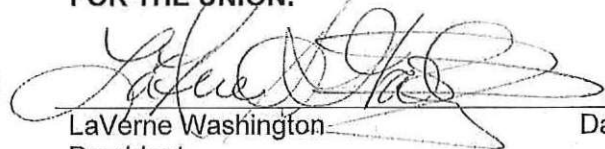
**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

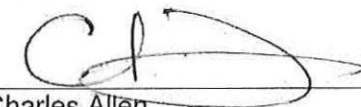

Jennifer Schembri
Interim Director of
Employee Relations

6/4/15
Date

FOR THE UNION:


LaVerne Washington
President
CEO, AFSCME Local 101

06/04/15
Date


Charles Allen
Business Agent
AFSCME, Local 101

6-4-15
Date

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – Hours of Work and Overtime

In a Settlement Agreement reached with MEF and CEO related to Unfair Practice Charge No. SF-CE-837-M on August 5, 2014, the City and MEF and CEO agreed to the following language change. This proposal amends the language in the contract per the Settlement Agreement.


ARTICLE 6 HOURS OF WORK AND OVERTIME

City Proposed Language:

- 6.7 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. With the exception of Holiday Leave, Paid time off shall not be considered time worked for the purpose of calculating eligibility for overtime.


**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

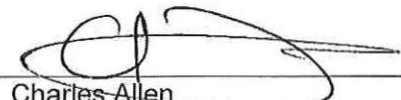
 4/24/15

Date
Jennifer Schembri
Interim Director of
Employee Relations

FOR THE UNION:

 4/24/15

Date
LaVerne Washington
President
CEO, AFSCME Local 101

 4-24-15

Date
Charles Allen
Business Agent
AFSCME, Local 101

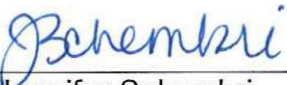
SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL 101 (MEF)
THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL NO. 101

Higher Class Pay

As part of the Labor Management Committee meetings, the City of San Jose ("City") and the Municipal Employees' Federation, AFSCME, Local 101 (MEF) have agreed on modifications to City Policy Manual, Section 4.1.2, Working in a Higher Class, and the approval form contained therein.

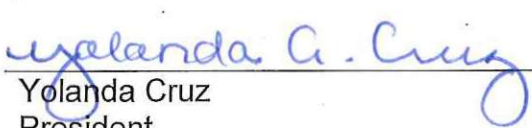
The City and MEF and CEO agree to meet approximately six (6) months following the implementation of the revised City Policy Manual, Section 4.1.2, Working in a Higher Class and approval form to evaluate higher class pay usage since implementation, and to continue discussions related to higher class pay.

FOR THE CITY:

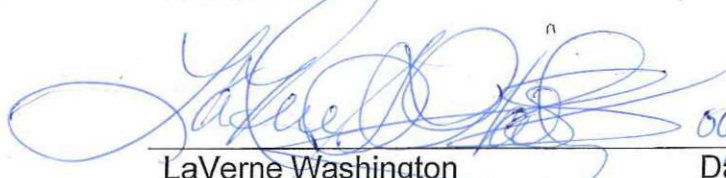
 6/12/15

Jennifer Schembri
Interim Director of
Employee Relations
Date

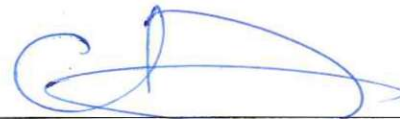
FOR THE UNION:

 6/12/15

Yolanda Cruz
President
MEF, AFSCME Local 101
Date

 6/12/15

LaVerne Washington
President
CEO, AFSCME Local 101
Date

 6-12-15

Charles Allen
Business Agent
AFSCME, Local 101
Date

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE MUNICIPAL EMPLOYEES' FEDERATION (MEF) AFSCME LOCAL NO. 101

THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL NO. 101

Part-Time Employee Issues

The City and MEF and CEO agree to meet not less than once per month beginning July 2015, to continue discussions on issues related to MEF and CEO represented part-time employees, and reach a resolution by December 31, 2015. Topics that will be discussed in these meetings include, but are not limited to, the following:

- Hours of Work and Overtime Calculation for Part-Time Employees
- Employee Health Benefits for Part-Time Employees
- Discipline Process for Part-Time Employees
- Layoff Process for Part-Time Employees

The agreement to hold these meetings shall not be construed as an agreement to bind either the City or the MEF or CEO to modify part-time employee issues in the successor MOA.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

J. Schembri 6/12/15
Jennifer Schembri Date
Interim Director of
Employee Relations

FOR THE UNION:

Yolanda A. Cruz 6/12/15
Yolanda Cruz Date
President
MEF, AFSCME Local 101

LaVerne Washington 06/12/15
LaVerne Washington Date
President
CEO, AFSCME Local 101

Charles Allen 6-12-15
Charles Allen Date
Business Agent
AFSCME, Local 101

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL NO. 101

Classification Review

The City agrees that the Human Resources Department shall conclude the current market salary survey review for the classifications listed below by December 31, 2015:

- Legal Administrative Assistant
- Legal Analyst I/II

Following this review, the City agrees to meet with CEO to discuss the results of this review. This meeting shall not be considered meeting and conferring and the agreement to hold this meeting shall not be construed as an agreement to change anything related to classification structure and applicable benefits for classifications represented by CEO.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

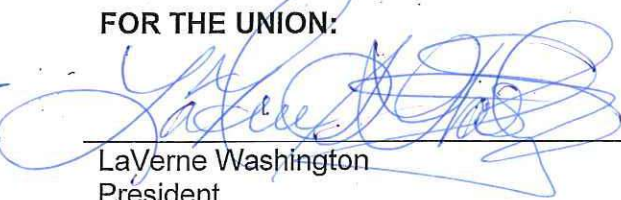


Jennifer Schembri
Interim Director of
Employee Relations

Date

6/12/15


FOR THE UNION:



LaVerne Washington
President
CEO, AFSCME Local 101

Date

06/12/15



Charles Allen
Business Agent
AFSCME, Local 101

Date

6-12-15

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND


THE MUNICIPAL EMPLOYEES' FEDERATION (MEF) AFSCME LOCAL NO. 101
THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL NO. 101

Notary Services Pay

The City and MEF and CEO agree to meet to continue discussions regarding notary services pay, and the parties agree that a resolution shall be reached by September 30, 2015.

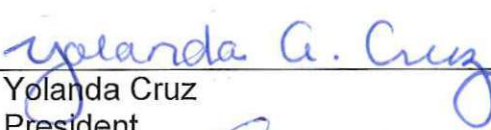
This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

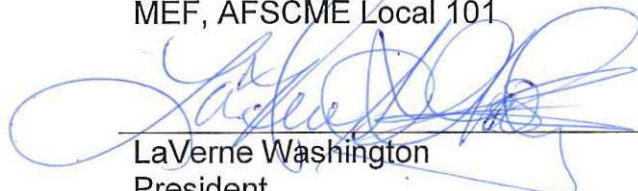


Jennifer Schembri
Interim Director of
Employee Relations
6/12/15
Date

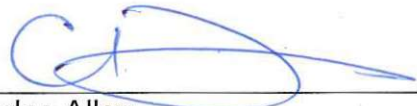
FOR THE UNION:



Yolanda Cruz
President
MEF, AFSCME Local 101
6/12/15
Date



LaVerne Washington
President
CEO, AFSCME Local 101
06/12/15
Date



Charles Allen
Business Agent
AFSCME, Local 101
6-12-15
Date

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

AND

THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL 101

EMPLOYEE COMMUTE BENEFIT PILOT PROGRAM

The City and the Confidential Employees' Organization, (CEO), AFSCME, Local 101 ("Union") agree to an Employee Commute Benefit Pilot Program ("Pilot Program").

The Pilot Program shall be as follows:

- Full-time, and part-time employees who worked an average of twenty (20) or more hours per week within the previous calendar month, shall be eligible to participate in the Pilot Program. Seasonal workers and Airport employees are not eligible to participate in the Pilot Program; the Airport provides its own separate employee commute program.
- Participation in the Santa Clara Valley Transit Authority ("VTA") Eco Pass Program will be available to eligible employees, subject to the terms of the Pilot Program, effective October 1, 2014, through December 31, 2015. The distribution of the Eco Pass cards shall start at the beginning of October, 2014.
- Pursuant to the Pilot Program, eligible employees shall be allowed to use pre-tax dollars ("Pre-Tax Payroll Deduction Program") to pay for transit service beyond those provided by VTA. The administrative fees of the Pre-Tax Payroll Deduction Program will be paid for by the City during the term of the Pilot Program.
 - The Pre-Tax Payroll Deduction Program shall enable employees to use pre-tax dollars to pay for non-VTA transit services, which may include, but are not limited to, Caltrain, the Hwy 17 Express Bus, and BART.
 - The Pre-Tax Payroll Deduction Program shall be effective January 1, 2015, through December 31, 2015, pending City Council approval of the contract for a Flexible Spending Account.
- This agreement satisfies the *Sustainable Transportation Incentive Side Letter Agreement* reached between the City and Union dated May 23, 2013.
- It is understood by all parties that the Pilot Program has a term of October 1, 2014, through December 31, 2015.

This Side Letter shall become effective when signed by all parties below, and the Pilot Program shall become effective on October 1, 2014, and expire on December 31, 2015.

Side Letter – Employee Commute Benefit Pilot Program

September 24, 2014

Page 2 of 2

Prior to October 1, 2015, the City and CEO will discuss and evaluate the Commuter Benefit Program (for example the utilization of the program). Through that discussion, the City and CEO will discuss the Commuter Benefit Program for 2016.

FOR THE CITY:

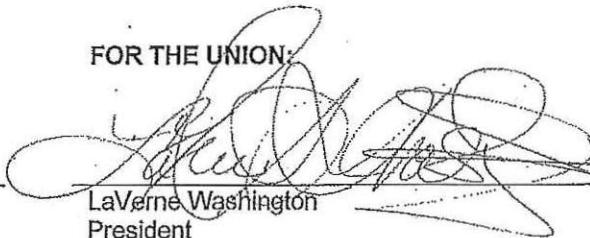


Alex Gurza
Deputy City Manager

9-30-14

Date

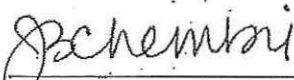
FOR THE UNION:



LaVerne Washington
President
CEO, AFSCME, Local 101

09/25/14

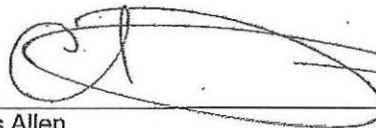
Date



Jennifer Schembri
Deputy Director of Employee Relations

9/30/14

Date



Charles Allen
Business Agent
AFSCME, Local 101

9/30/14

Date

Side Letter Agreement

RETIREE HEALTHCARE STAKEHOLDER SOLUTIONS WORKING GROUP AND NEGOTIATIONS

PURPOSE

The parties recognize the importance of funding the current retiree healthcare benefit, and since 2009, have been increasing contributions into the plan in order to begin paying the full Annual Required Contribution to ensure funding of the retiree healthcare benefit.

Neither the City nor the bargaining units have committed to close the plan. However, new employees will not enter the existing retiree healthcare plan. Since current employees share in paying the unfunded liabilities of the current retiree healthcare benefit, new employees who are not in the current plan would not be making those payments. The City has agreed to make the contributions towards the unfunded liabilities that those new employees would have paid had they been in the current plan. The City has agreed to do so in order to allow time for long-term solutions to be developed by a Retiree Healthcare Solutions Working Group ("Working Group") and negotiations.

The goal of the Working Group shall be to develop options that lead to long-term solutions to the retiree healthcare issue.

The City and the Coalition¹ have agreed to immediately continue working on solutions to retiree healthcare both through the Working Group and subsequent negotiations. The parties are committed to working collaboratively towards long-term solutions and have agreed to remain open to considering various options. The options considered will include, but are not limited to, the following:

- Using high-deductible healthcare plans in combination with individual health savings accounts;
- Limitations on the current retiree healthcare benefit in combination with individual health savings accounts;
- Tiered healthcare benefit structures based on length of employment;
- Modification of eligibility requirements;
- Health plan design and rate structure changes;
- Incentives for employees to work beyond normal retirement eligibility; and
- The inclusion or exclusion of new employees in any modifications, or the formation of a completely different plan for new employees.

¹ The San Jose Federated Labor Coalition consists of the following nine (9) bargaining units: Association of Building, Mechanical, and Electrical Inspectors (ABMEI), Association of Engineers and Architects (AEA), Association of Legal Professionals (ALP), Association of Maintenance Supervisory Personnel (AMSP), City Association of Management Personnel (CAMP), Confidential Employees' Organization (CEO), International Brotherhood of Electrical Workers (IBEW), Municipal Employees' Federation (MEF) and International Union of Operating Engineers, Local #3 (OE#3).

RETIREE HEALTHCARE STAKEHOLDER SOLUTIONS WORKING GROUP

Facilitator:

By August 1, 2013, the City and the Coalition members will mutually agree on an independent person or entity that is knowledgeable in the area of retiree healthcare benefits to facilitate the Working Group.

The facilitator will facilitate the discussions, provide information to the parties, and generally assist in the development of options for long-term solutions. Upon the mutual agreement of the City and Coalition members, other subject matter experts may be engaged to assist in analyzing possible solutions.

The costs of the facilitator and any subject matter experts will be shared equally between the City and the Coalition members.

Participation:

In addition to the City and a representative from each bargaining unit in the Coalition, members of the Working Committee will include a representative of the retirees, and any unrepresented employee group(s).

Meetings:

The City and the Coalition will jointly schedule Working Group sessions in coordination with the facilitator. More frequent and longer Working Group sessions will be scheduled in the early stages of the process. The Working Group sessions will be open to employees and the public.

TIMELINE FOR RETIREE HEALTHCARE SOLUTIONS WORKING GROUP AND NEGOTIATIONS:

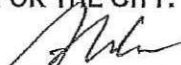
The Working Group shall agree upon a facilitator no later than August 1, 2013. The time period to schedule Working Group sessions will be from August 1, 2013, and conclude no later than December 31, 2013, unless the parties mutually agree to extend the timeframe. The City and the Coalition agree that this process will not supplant the meet and confer process regarding retiree healthcare.

Negotiations between the City and the bargaining units shall commence within 14 days upon notice of either party, but no earlier than January 1, 2014. The City and the bargaining units shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply. The parties intend to meet and confer through coalition bargaining. However, all parties reserve their respective rights to withdraw from coalition bargaining. In such an event, the City and any bargaining unit that withdraws from the Coalition will bargain separately.

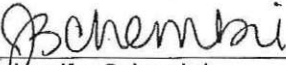
Side Letter Agreement
Retiree Healthcare Stakeholder Solutions Working Group and Negotiations

This Side Letter Agreement is considered part of the tentative agreement on retiree healthcare with the bargaining units and shall become effective only as part of the overall retiree healthcare agreement. Each bargaining unit conducts separate ratification processes, and this Side Letter Agreement shall be effective for those bargaining units who ratify the overall tentative agreement on retiree healthcare and only during the term of those agreements with each respective bargaining unit.

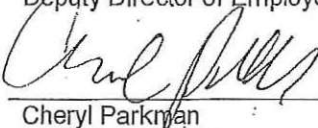
FOR THE CITY:


Alex Gurza
Deputy City Manager

6-11-13
Date

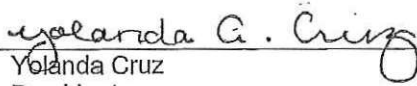

Jennifer Schembri
Deputy Director of Employee Relations

6/11/13
Date

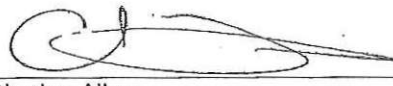

Cheryl Parkman
Executive Analyst
Office of Employee Relations

6/11/13
Date

FOR THE UNION:

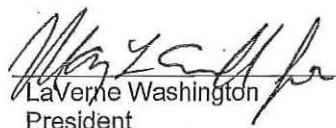

Yolanda Cruz
President
MEF, AFSCME Local 101

6/10/13
Date

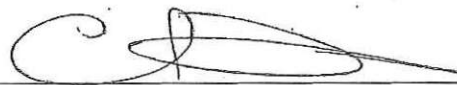

Charles Allen
Business Agent
AFSCME, Local 101

6/10/13
Date

FOR THE UNION:

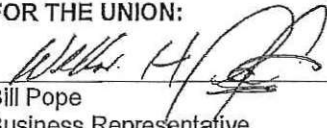

LaVerne Washington
President
CEO, AFSCME Local 101

6/10/13
Date


Charles Allen
Business Agent
AFSCME, Local 101

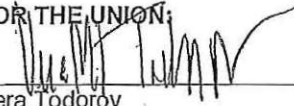
6/10/13
Date

FOR THE UNION:


Bill Pope
Business Representative
Operating Engineers, Local 3

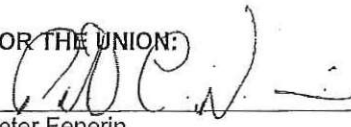
Date

FOR THE UNION:


Vera Todorov
President
ALP

6/13/13
Date

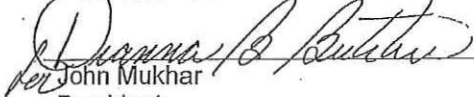
FOR THE UNION:

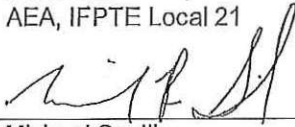

Peter Fenerin
President
ABMEI

6/10/13
Date

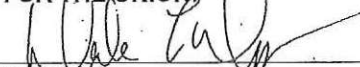
Side Letter Agreement
Retiree Healthcare Stakeholder Solutions Working Group and Negotiations


FOR THE UNION:

 6/10/13
Date
John Mukhar
President
AEA, IFPTE Local 21

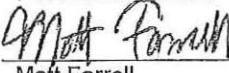
 6/10/13
Date
Michael Seville
Acting Senior Representative
IFPTE, Local 101

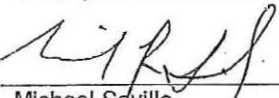
FOR THE UNION:

 6/10/2013
Date
Dale Dapp
President
AMSP, IFPTE Local 21

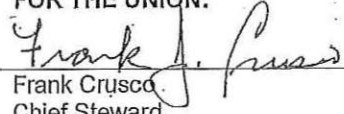
 6/10/13
Date
Michael Seville
Acting Senior Representative
IFPTE, Local 101

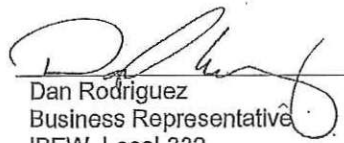
FOR THE UNION:

 6/10/2013
Date
Matt Farrell
President
CAMP, IFPTE Local 21

 6/10/13
Date
Michael Seville
Acting Senior Representative
IFPTE, Local 101

FOR THE UNION:

 6-10-13
Date
Frank Crusco
Chief Steward
IBEW, Local 332

 6/10/13
Date
Dan Rodriguez
Business Representative
IBEW, Local 332

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND

THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL NO. 101

Retirement (Pension and Retiree Healthcare) Reopener

The City of San Jose (City) and the Confidential Employees' Organization (CEO), AFSCME Local No. 101, agree to continue settlement discussions over retirement issues (pension and retiree healthcare), including additional retirement contributions.

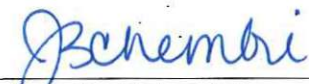
In the event that the multi-party discussions regarding retirement issues (pension, retiree healthcare and additional retirement contributions) related to Measure B Settlement Negotiations are discontinued during the term of the successor Memorandum of Agreement (MOA) between the City and CEO, either party may provide notice to the other of its request to commence settlement discussions on a bilateral basis. The parties shall commence the discussions within ten (10) calendar days after the City or CEO receive notice from the other.

In the event that the City desires to seek further amendment to the City Charter to (1) increase the maximum benefits under Tier Two, (2) revise the definition of disability, or (3) allow returning Tier One employees to re-enter the retirement system as Tier One, the City shall give notice to CEO and the parties shall commence the meet and confer within ten (10) calendar days after the City gives such notice.

Nothing in this section shall be construed to waive any rights either party may have with regard to any other change to retirement benefits (pension, retiree healthcare, and/or additional retirement contributions).

This agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative Agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

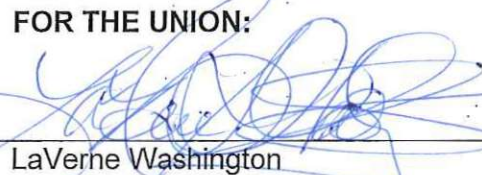


Jennifer Schembri
Interim Director of
Employee Relations

6/12/15

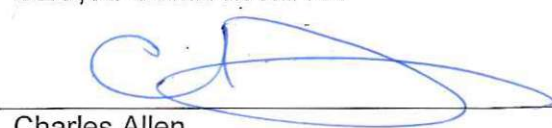
Date

FOR THE UNION:


LaVerne Washington
President
CEO, AFSCME Local 101

06/12/15

Date


Charles Allen
Business Agent
AFSCME, Local 101

6-12-15

Date

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL NO. 101

City Medical Benefits Reopener

To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the Confidential Employees' Organization (CEO), AFSCME Local No.101, the parties agree to meet and confer over changes to City medical plans related to the Affordable Care Act and/or any changes to healthcare providers. If there is a change in health care providers, the benefits provided by those providers will be substantially equivalent to those listed in Articles 7.6 and 7.7 of the CEO MOA and those benefits and service area(s) provided by the displaced provider(s) but may involve a different group of licensed medical doctors/practitioners.

Either the City or CEO may provide notice to the other of its request to discuss changes to City medical benefits. The parties shall commence the discussions within ten (10) calendar days after the City or CEO receive notice from the other.

To the extent that any change to City medical benefits is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Milius Brown Act. All mandatory impasse procedures (mediation and factfinding (if requested by CEO)) shall be exhausted. The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:



Jennifer Schembri
Interim Director of
Employee Relations

6/12/15

Date

FOR THE UNION:



LaVerne Washington
President
CEO, AFSCME Local 101

06/12/15

Date



Charles Allen
Business Agent
AFSCME, Local 101

6-12-15

Date